

DEED

Prepared by: Jennifer C. Meusel, Esq.

This Deed made on November _____, 2022

JOSEPH A. GIANI, Administrator of the Estate of Pearl Pisani

whose address is 259 York Street Jersey City, New Jersey 07302

referred to as the Grantor,

AND

272 MIDDLE RD, LLC

whose address is about to become 259 York Street Jersey City, New Jersey 07302

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum ONE MILLON, THREE-HUNDRED SEVENTY FIVE THOUSAND -----(\$1,375,000.00) ----- DOLLARS.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) City of Jersey City, County of Hudson

Block No. 14106 Lot No. 4 Account No. ——

No property tax identification number is available on the date of this deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey.

The property conveyed herein is more particularly described in the attached Schedule C.

Street Address Recital. Being the same premises commonly known and designated as 259 York Street, Jersey City, New Jersey.

Title Recital. Being the same premises conveyed to the Grantor Pearl F. Pisani by Deed from Joseph Giani and Pearl F. Pisani, husband and wife dated June 21, 2007 and recorded July 23, 2007 in the Hudson County Clerk's office in Deed Book 8274 Page 127.

Pearl Pisani departed this life on June 30, 2021 a resident of Jersey City, Hudson County, New Jersey. Letters of Administration were issued to Joseph Pisani on June 8, 2022 by the Hon. Tilo E. Rivas, Hudson County Surrogate Court under Docket No.: 323406.

Easements and Restrictions. This conveyance is made subject to easements and restrictions of record, if any, such statement of facts as an accurate survey may disclose and to applicable zoning laws.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantors sign this Deed as of the date at the top of the first page.

Witnessed by:



(Seal)
JOSEPH A. GIANI, Administrator of the Estate of Pearl Pisani

STATE OF NEW JERSEY

SS:


COUNTY OF PASSAIC

I CERTIFY that on November 1, 2022

JOSEPH A. GIANI, Administrator of the Estate of Pearl Pisani personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1,375,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Record and return to:
Madison Title
1125 Ocean Avenue
Lakewood, NJ 08701



Jennifer C. Meusel
Attorney At Law
State of New Jersey

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
JOSEPH A. GIANI, Administrator of the Estate of Pearl Pisani
Current Street Address
65 Webster Avenue, Unit 3
City, Town, Post Office Jersey City State NJ ZIP Code 07307

Property Information

Block(s) 14106 Lot(s) 4 Qualifier
Street Address
259 York Street
City, Town, Post Office Jersey City State NJ ZIP Code 07302

Seller's Percentage of Ownership 100 Total Consideration \$1,375,000.00 Owner's Share of Consideration 100 Closing Date

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

- 1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- 3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
- 6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
- 7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
- 8. Seller did not receive non-like kind property.
- 9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
- 10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11. The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- 13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- 14. The property transferred is a cemetery plot.
- 15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
- 16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/1/22 Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

AFFIDAVIT OF TITLE

**STATE OF NEW JERSEY
COUNTY OF PASSAIC**

SS:

JOSEPH A. GIANI, Administrator of the Estate of Pearl Pisani say(s) under oath:

1. Representations. If only one person signs this Affidavit, the words "we", "us" and "our" shall mean "I", "me" and "my". The statements in this Affidavit are true to the best of our knowledge, information and belief.

2. Name, Age and Residence. We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at 65 Webster Avenue, Unit 3, Jersey City, New Jersey 07307.

3. Ownership and Possession. We are the only owners of this property located at 259 York Street, Jersey City, New Jersey 07302, called "this Property." We now sell this property to 272 Middle RD, LLC, called the "Buyers." We are in sole possession of this Property. There are no tenants or other occupants of this property. We have owned this property since 6/21/2007. Since then no one has questioned our ownership or right to possession. We have never owned any Property which is next to this Property. Except for our agreement with the Buyers, we have not signed any contract to sell this Property. We have not given anyone else any rights concerning the purchase or lease of this Property.

4. Improvements. No additions, alterations or improvements are now being made or have been made to this property since October 1, 2021. We have always obtained all necessary permits and Certificates of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this Property have been paid in full. No building, addition, extension or alteration on this Property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien, Notice of Unpaid Balance and Right to File Lien Claim, construction lien or building contract relating to this Property. No one has notified us that money is due and owing for construction, alteration, or repair work on this Property.

5. Liens or Encumbrances. We have not allowed any interests (legal rights) to be created which affects our ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this Property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in any personal Property or fixtures included in this sale. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but others with similar names.

6. Marital History. (Check where appropriate)

I am a widower.

We are married to each other. We were married on _____.

The maiden name of _____ is _____.

This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign the deed and affidavit N.J.S.A.3B:28-2,3.)

Our complete marital history is listed above.

Our complete marital history is listed below under paragraph number 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgements for divorce or annulment including any provisions in these judgements which relate to this property.

7. Exceptions and Additions. The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this sale, as well as marital information not particularly set forth in paragraph 6 above.

The Sellers have been advised that recognizances and/or abstracts of bail are not being indexed among the records of the County Clerk's Office and that the Title Company, the Buyers and the Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certifies that there are no recognizances filed against the undersigned as either principal or surety or

the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against me by the Division of Motor Vehicles.

We are not aware that anyone has filed or intends to file mechanic's lien, Notice of Unpaid Balance and Right to File Lien Claim, construction lien or building contract relating to this property.

We have not received any notices nor have we any knowledge of any added assessments, proposed pending or unconfirmed regarding the property.

I, Joseph A. Giani, am the administrator of the Estate of my late wife, Pearl Giani. I am the surviving spouse and advise we had three children and neither of us had any other children. The only children of the marriage are Jordan Giani, Justin Giani and Joseph Anthony Pisani Giani a/k/a Jody Giani.

This transaction is not subject to the Bulk Sales Notification requirements as it was used as the primary residence of the Seller.

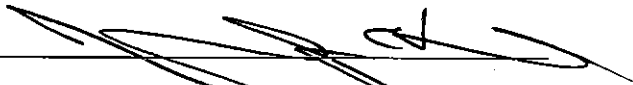
8. Child Support.

There are no outstanding child support orders or judgments against this deponent.

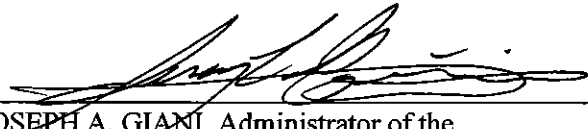
There is a child support order outstanding, Docket No. _____, against this deponent. All payments, however, are current as of this date

9. Reliance. We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s) and their Mortgage lender rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before
November 1, 2022.



Jennifer C. Meusel
Attorney At Law
State of New Jersey



JOSEPH A. GIANI, Administrator of the
Estate of Pearl Pisani

SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT

This second amendment to the Real Estate Sales Contract (this “**Second Amendment**”), is entered into effective as of July 22, 2022 by and among **JOSEPH GIANI** (“**Seller**”), and **NISSON ROZEN** (“**Buyer**,” collectively with Seller, the “**Parties**”).

WITNESSETH

WHEREAS, Seller and Buyer are parties to the Real Estate Sales Contract (the “**Agreement**”) dated as of February 10th, 2022, pursuant to which Seller agreed to sell to Buyer the Property as described therein.

WHEREAS, the first amendment via email correspondence on February 24, 2022 (the “**First Amendment**”) provides a closing credit to Buyer in the amount of \$59,568.70 (the “**Declaration Credit**”) related to that certain Declaration of Covenants and Restrictions recorded in Deed Book 9065 Page 395 of the Hudson County registry (the “**Declaration**”).

WHEREAS, the Parties desire to amend certain terms and conditions of the First Amendment.

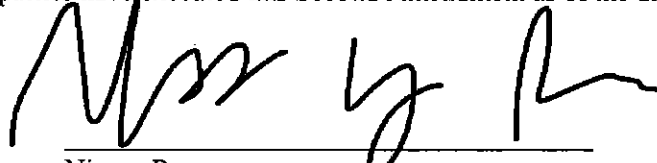
NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. The Declaration Credit shall be modified to \$15,000.00.
2. Seller, at Seller’s cost and expense, shall remove the Declaration from record and from Buyer’s title commitment prior to Closing.
3. The Buyer is 272 Middle Rd LLC.
4. Except as specifically amended herein, all other terms, covenants, conditions and obligations of the First Amendment of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto. In the event of a conflict between the terms and provisions of this Second Amendment and the terms and provisions of the First Amendment and the Agreement, the terms and provisions of this Second Amendment will prevail.
5. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings set forth in the First Amendment or the Agreement.
6. The validity of this Second Amendment, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of law principles thereof.
7. This Second Amendment may be executed in counterparts, all of which, when taken together, shall be deemed to be a complete original contract. The faxed or scanned signature of any party hereto shall be deemed to be an original for all intents and purposes.

[SIGNATURE PAGE TO FOLLOW]

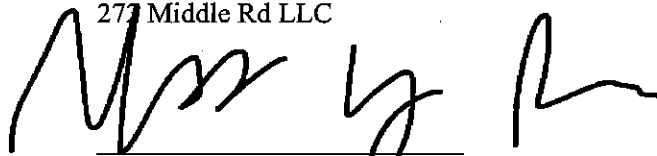
IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year indicated above.

BUYER:



Nisson Rozen

277 Middle Rd LLC



Nisson Rozen, Sole Member

SELLER:



Joseph Grant